

**CLINTON TOWNSHIP SCHOOL DISTRICT  
BOARD OF EDUCATION  
128 COKESBURY ROAD  
LEBANON, NEW JERSEY 08833**

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**2023/2024 EMPLOYMENT CONTRACT**

THIS EMPLOYMENT CONTRACT is made and entered into this 1st day of May 2023, between the **Clinton Township Board of Education** in Hunterdon County (hereinafter "the Board") with offices located at 128 Cokesbury Road, Lebanon, New Jersey 08833 and **Gretchen (Lucille H.) Dempsey** (hereinafter referred to as "Employee" or "School Business Administrator/Board Secretary").

**WHEREAS**, the Board wishes to retain **Employee as School Business Administrator/ Board Secretary** and Employee wishes to serve in that position; and

**WHEREAS**, upon the recommendation of the Superintendent of Schools, the Board wishes to employ Employee as School Business Administrator/Board Secretary, beginning July 1, 2023 through June 30, 2024, and provide such benefits as typically are provided to 12-month administrators employed within the school district; and

**WHEREAS**, Employee is agreeable to the term of employment, as well as the compensation and benefits being offered and wishes to accept same;

**NOW, THEREFORE**, in exchange for the mutual promises expressed herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **TERM.** The Board, in consideration of the promises herein contained, hereby employs and Employee hereby accepts employment as Business Administrator/Board Secretary for the period July 1, 2023 through June 30, 2024, or until the appointment of a successor or termination pursuant to Paragraph 2 herein.
2. **TERMINATION.** Notwithstanding the foregoing, either party may terminate this contract by:
  - a. Mutual agreement of the parties;
  - b. Unilateral termination by either party upon 60 days written notice without cause and immediately by the Board for cause;
  - c. Revocation or suspension of Employee's certificate, in which case this contract shall be null and void as the date of revocation;
  - d. Material misrepresentation of employment history, educational and/or professional credentials relating to Employee's positions as a certified Business Administrator or of Employee's criminal background;
  - e. In the event Employee is arrested and charged with a criminal offense, which could result in forfeiture under N.J.S.A. 2C: 51-2, the Board reserves the right to suspend her, pending resolution of the criminal charges. Such suspension shall be with pay prior to indictment, and may be with or without pay, at the Board's discretion, subsequent to indictment, unless the Board certifies tenure charges;
  - f. Nothing in this contract shall affect the Board's rights with regard to suspension under N.J.S.A. 18A:6-8.3 and applicable case law.

3. **PERFORMANCE AND EVALUATION.** Employee agrees to faithfully perform the duties of the position as set forth in the job description for the position, and in accordance with all applicable laws, regulations, policies and directives. The evaluation criteria shall be based on District goals, program objectives, instructional priorities and the job description.
4. **WORKDAY.** Employee's workday shall be similar to other administrative personnel except that it is understood that the School Business Administrator/Board Secretary is employed for specific tasks when necessary. Such employment shall be considered part of the contract and no additional remuneration shall be provided.
5. **CERTIFICATION AND RESPONSIBILITIES.**
  - a. **Certification.** The parties acknowledge that Employee possesses the appropriate school business administrator certification from the New Jersey Department of Education.
  - b. **Duties.** Employee agrees to perform all the services and duties contained within her responsibilities as School Business Administrator and Board Secretary or imposed upon her by the State of New Jersey. Her duties will include attendance at all monthly meetings of the Board of Education.
6. **SALARY.** The Board will pay Employee the annual sum of one hundred forty thousand dollars (\$140,000.00). The School Business Administrator/Board Secretary's salary shall be paid in accordance with the schedule of salary payments in effect for other employees. The School Business Administrator/Board Secretary's annual salary shall be prorated for any partial year worked. A day's salary is defined as 1/260th of the annual salary.
7. **HEALTH BENEFITS.**
  - a. The Board shall provide health benefits coverage (including Medical, Dental, and Prescription coverage) for Employee, her spouse, and her dependents. With respect to medical and prescription coverage, Employee shall be responsible for contributing an amount established by P.L. 2020, Chapter 44. With respect to dental coverage, the Board will provide full single dental coverage to Employee under the Horizon Blue Cross Blue Shield Dental Plan. The Board will make available dependent dental insurance coverage which shall be paid for by Employee.
  - b. The Board will provide dental coverage. There will be a \$5.00 co-pay charge per month for Employee electing single dental coverage. The filing period for submitting claims will be six months. Periodic exams and x-rays will be included in the dental insurance at 100% of the reasonable and customary fee. Crowns will be included at 50% of the reasonable and customary fee.
  - c. The Board will provide \$100 per school year for optical exams or devices. The Board office will provide forms for the submission of claims.
  - d. Employee shall have the option of participating in the Section 125 Flexible Spending Accounts Program.

8. **HOLIDAYS.** Employee shall be entitled to the following paid holidays

Independence Day (Observation)	Christmas Day (Observation)
Labor Day	New Year's Eve Day (Observation)
Yom Kippur	New Year's Day (Observation)
NJEA Recess - 2 days	Martin Luther King Jr. Day
Thanksgiving Day	President's Day
Day following Thanksgiving (Friday)	Good Friday
Christmas Eve Day (Observation)	Memorial Day

The District's Winter Recess Period following the Christmas holiday (specifically December 26 through December 30) as well as the District's Spring Break, shall not be included in the list of paid holidays provided to Employee. Any time off taken during these non-holiday periods shall require Employee to use a vacation day.

In addition to the above holidays, employees shall be granted one (1) paid holiday on Juneteenth, provided the schools are closed for students and staff on said day. The specific day may change from year-to-year depending on the district calendar and state and/or federal observance. Should schools be open for students and/or staff on Juneteenth, employees shall report to their regularly scheduled assignment(s).

10. **SICK LEAVE.** Employee shall be entitled to one (1) paid sick day per month. Unused sick days shall be cumulative without limit, in accordance with N.J.S.A. 18A:30-3. Subject to the requirements of N.J.S.A. 18A:30-3.6, if Employee submits to the Superintendent a written statement of intention to retire, and retires in accordance with the provisions of the New Jersey Teachers Pension and Annuity Fund, Employee shall be eligible for a retirement allowance of one (1) day's pay, at the rate of 1/260th of the then current base salary, as of the retirement date for each accumulated unused sick leave. This retirement allowance shall not exceed fifteen thousand dollars (\$15,000). The Board shall make any payment to Employee within thirty (30) days of Employee's last day of employment.
11. **VACATION.** Employee will be entitled to twenty-five (25) vacation days. The vacation day entitlement shall be pro-rated if the employee works less than a full year. Prorated days will be counted two (2) days a month July through May and three (3) days for June. Accrued but unused vacation days in an amount not to exceed five (5) days may be carried over to the subsequent year. Either at the time of Employee retirement or separation from the school district, Employee shall be entitled to be reimbursed for unused vacation days not to exceed five (5) Days. Employee shall be permitted to take vacation days at any time upon the approval by the Superintendent. The Board shall make any payment to Employee within thirty (30) days of Employee's last day of employment.
12. **PERSONAL DAYS.** Employee will be granted three (3) paid personal days per year. These days are not cumulative. Application for personal days must be submitted to the Superintendent, in writing, at least three (3) workdays in advance (except in cases of emergencies as determined by the Superintendent). Personal leave on days immediately preceding or following scheduled school holidays, and the first and last days of the school year will be granted for extenuating circumstance at the discretion of the Superintendent. Employee will have the option of converting unused personal days into sick days at the end of the year provided that Employee is not permitted to accrue more than 15 sick days in a contract year.

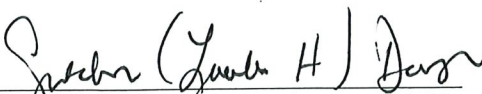
13. **REIMBURSEMENT TO OBTAIN CERTIFICATION.** During the term of this Agreement, the Board shall pay all costs and fees for Employee to complete state-mandated mentoring program as part of the standard certification process including mentoring fees and certification classes. The board shall pay all costs and fees associated with any state-mandated continuing education required as part of the standards certification process. Employee shall be entitled to receive one (1) payment of two thousand dollars (\$2,000) in reimbursement of Employee's mentor fees incurred as part of the standard certification process. All other costs associated in obtaining certification can be paid directly by the board.
14. **BEREAVEMENT LEAVE.** Employee shall be entitled to five (5) bereavement days, with pay, per school year for the death of an immediate family member. Immediate family shall be defined as the School Business Administrator's spouse, parents, children, stepchildren, parents-in-law, grandparents, brothers, sisters, or other relatives living in the same household. Such days shall be non-cumulative.
15. **IN-DISTRICT TRAVEL REIMBURSEMENT.** Subject to the requirements of N.J.S.A. 18A:11-12 and OMB Circular 08-19 and any subsequent circular issued by OMB (as well as Board Policy 6471, the Board shall reimburse Employee for her required in-district travel on a mileage basis at the rate authorized pursuant to the OMB Circular. The School Business Administrator/Board Secretary when performing the duties under this agreement, outside the district, shall be reimbursed for business related travel expenses. When such travel involves the use of the School Business Administrator/Board Secretary's car, she shall be reimbursed at the current reimbursement rate established by the state. Mileage reimbursement will be based on the amount of mileage over the normal mileage to and from work (conforms to 18A: 11.12 and or OMB circular 08-13 and any subsequent circulars issued by OMB.)
16. **PROFESSIONAL ORGANIZATIONS.** The Board agrees to pay the membership for Employee to join the New Jersey Association of School Business Officials ("NJASBO"), Association of School Business Officials International and Hunterdon Association of School Business Officials and any other professional organization approved by the superintendent not to exceed two thousand dollars (\$2,000) in any given fiscal year.
17. **PROFESSIONAL DEVELOPMENT.** Employee shall be entitled to attend the monthly meetings of the Hunterdon County Association of School Business Officials, the Annual Workshop of the New Jersey Association of School Business Officials, workshops provided by the New Jersey Association of School Business Officials, the annual workshop of the New Jersey School Boards Association, and one national conference during the term of this agreement. Registration, travel and lodging expenses shall be reimbursed by the Board. Meal expenses shall be reimbursed in accordance with Board policy. The School Business Administrator/Board Secretary may attend other in-state professional conferences at the expense of the Board with prior approval by the Superintendent. Total reimbursement for all expenses and fees incurred by Employee pursuant to this Section is limited to five thousand dollars (\$5,000) each year. All travel reimbursement will conform to N.J.S.A. 18A:11-12 and OMB Circular 08-19 and any subsequent circular issued by OMB (the "OMB Circular").
18. **OUTSIDE ACTIVITIES.** Employee shall devote her time, attention and energy to the business of the school district. However, Employee may serve as a consultant to other districts or educational agencies, lecture, engage in writing activities and speaking engagements, and engage in other activities, which are of short-term duration, with approval of the Superintendent. Such activities that require Employee to be absent from the school district for more than one full working day shall be with the approval of the Superintendent.

19. **COMPUTER AND CELLULAR TELEPHONE.** The Board shall provide Employee with a laptop computer to be used for "Board business purposes" and de minimus personal use. Additionally, the Board will reimburse Employee a maximum of sixty dollars (\$60.00) per month for use of her personal cell phone. A copy of the phone bill must be provided for reimbursement. The laptop computer will provide Employee with remote access to the District's email and web-based programs. The laptop computer shall remain the property of the District and shall be returned to the District upon Employee's separation from service with the District.
20. **CRIMINAL BACKGROUND CHECK.** Employee has been subject to a successful criminal background check performed by the New Jersey Department of Education.
21. **COMPLETE AGREEMENT.** This Employment Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties. This agreement supersedes all prior agreements, either written or verbal, expressed or implied of the parties. Any variation to the Contract must be submitted to the Executive County Superintendent for review and approval.
22. **CONFLICTS.** In the event of any conflict between the terms, conditions and provisions of this Employment Contract and the provisions of the Board's policies, or any permissive state or federal law, then, unless otherwise prohibited by law, the Terms of this Employment Contract shall take precedence over the contrary provisions of the Board's policies or any such permissive law, during the term of the contract.
23. **SAVINGS CLAUSE.** If, during the term of this Employment Contract, it is found that a specific clause of the Employment Contract is illegal in Federal or State law, the remainder of the Employment Contract not affected by such a ruling shall remain in force.
24. **APPROVAL.** The parties acknowledge that this Contract must be approved by the County Executive Superintendent in accordance with applicable law and regulation.

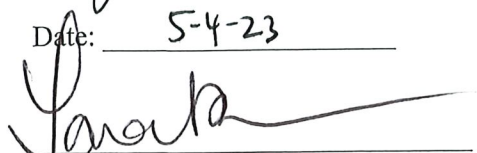
**IN WITNESS WHEREOF**, the parties have set their hands and seals to this Employment Contract effective on the day and year first above written.


THE BOARD OF EDUCATION  
OF THE TOWNSHIP OF CLINTON  
IN THE COUNTY OF HUNTERDON

BY:

  
\_\_\_\_\_  
GRETCHEN (LUCILLE H.) DEMPSEY

Date: 5-4-23

  
\_\_\_\_\_  
LANA BRENNAN  
President  
Clinton Township Board of Education

  
\_\_\_\_\_  
BOARD SECRETARY  
Date: 5/4/23

Date: \_\_\_\_\_